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**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

IN RE:	§	
	§	
PILGRIM’S PRIDE CORPORATION,	§	CASE NO. 08-45664 (DML)
<i>et al.,</i>	§	
Debtor.	§	Chapter 11
	§	
	§	JOINTLY ADMINISTERED

**LIMITED OBJECTION OF GRAVES GROWTH ALLIANCE, INC. TO THE
 CONFIRMATION OF DEBTORS’ AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (AS MODIFIED)**

**TO THE HONORABLE D. MICHAEL LYNN,
 UNITED STATES BANKRUPTCY JUDGE:**

COMES NOW, Graves Growth Alliance, Inc. f/k/a Mayfield-Graves County Local Development Corporation (“Graves Growth”) and files this Limited Objection to the Confirmation of the Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 Of the Bankruptcy Code (As Modified), and respectfully shows as follows:

Factual Background

1. On December 1, 1988 Graves County, Kentucky (“Graves County”) entered into a lease (the “Processing Plant Lease”) of a processing plant (the “Processing Plant”) with Seaboard Farms of Kentucky, Inc., predecessor to Pilgrim’s Pride Corporation (the “Debtor”). On June 16, 2009, the Court entered its Order Pursuant To Section 365(a) Of The Bankruptcy

Code Approving Assumption Of All Real Property Leases (the “Assumption Order”) wherein the Court approved the assumption of, *inter alia*, the Processing Plant Lease.

2. On February 15, 1991, Graves Growth entered into a lease and purchase agreement with Debtor’s predecessor, Seaboard Farms of Kentucky, Inc., whereby Seaboard leased certain equipment (the “Equipment”) from Graves Growth at the rental rate of \$1.00 per year with the obligation to purchase such equipment from Graves Growth after 20 years for the price of \$1,945,249.33 (“Equipment Lease”). The Equipment is contained within and is not removable from the Processing Plant.

3. On November 20, 2003, the Debtor executed an assumption and indemnity agreement whereby the Debtor guaranteed the lease payments due under the Equipment Lease (the “Equipment Lease Guaranty”). The Debtor executed the Equipment Lease Guaranty in order to acknowledge its liability under the Equipment Lease and was a precondition for retaining the Equipment.

4. To the extent necessary, Graves Growth filed timely proofs of claim for amounts owing under the Equipment Lease and the Equipment Lease Guaranty.

5. On November 20, 2009, the Debtor filed its Notice Of Filing Of Plan Supplement (the “Notice”) wherein it purported to identify the leases it wished to assume or reject at the time of confirmation. The Notice does not identify the Equipment Lease or the Equipment Lease Guaranty.

Limited Objection

The Equipment is a valuable asset of the Debtor and is an integral part of the Debtor’s operations in Graves County, Kentucky. Because it is not listed as either being assumed or rejected, the omission of the Equipment Lease and the Equipment Lease Guaranty are apparent

oversights. Graves Growth does not oppose the assumption of the Equipment Lease or the Equipment Lease Guaranty and states that, other than current charges owing under them, the arrearage is \$0.00. To the extent, however, that the Debtor seeks to reject the Equipment Lease and/or the Equipment Lease Guaranty, Graves Growth objects to such rejection. The Equipment is contained within and is inseparable from the Processing Plant and, since the Processing Plant Lease has already been assumed in the Assumption Order, the Debtor may not now reject the Equipment Lease or the Equipment Lease Guaranty.

WHEREFORE, PREMISES CONSIDERED, Graves Growth Alliance, Inc. f/k/a Mayfield-Graves County Local Development Corporation respectfully requests that the Court enter an order sustaining its objections to the confirmation of the Debtor's Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (As Modified), and for such other relief to which they are justly entitled.

Respectfully submitted,

HIERSCHE, HAYWARD, DRAKELEY & URBACH, P.C

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CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2009 a copy of the above and foregoing has been served upon the following counsel either via ecf mail or regular first class mail:

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